

**GSA**

U.S. General Services Administration

# Auction

U. S. Government Property

## Site 62

PFC Sayres Road, Off Hilltop Road,  
Collier Township, PA  
4-D-PA-0814



**Site 62**

**Auction Date: July 14, 2011**



Selling on Behalf of the U.S.  
Army Corps of Engineers

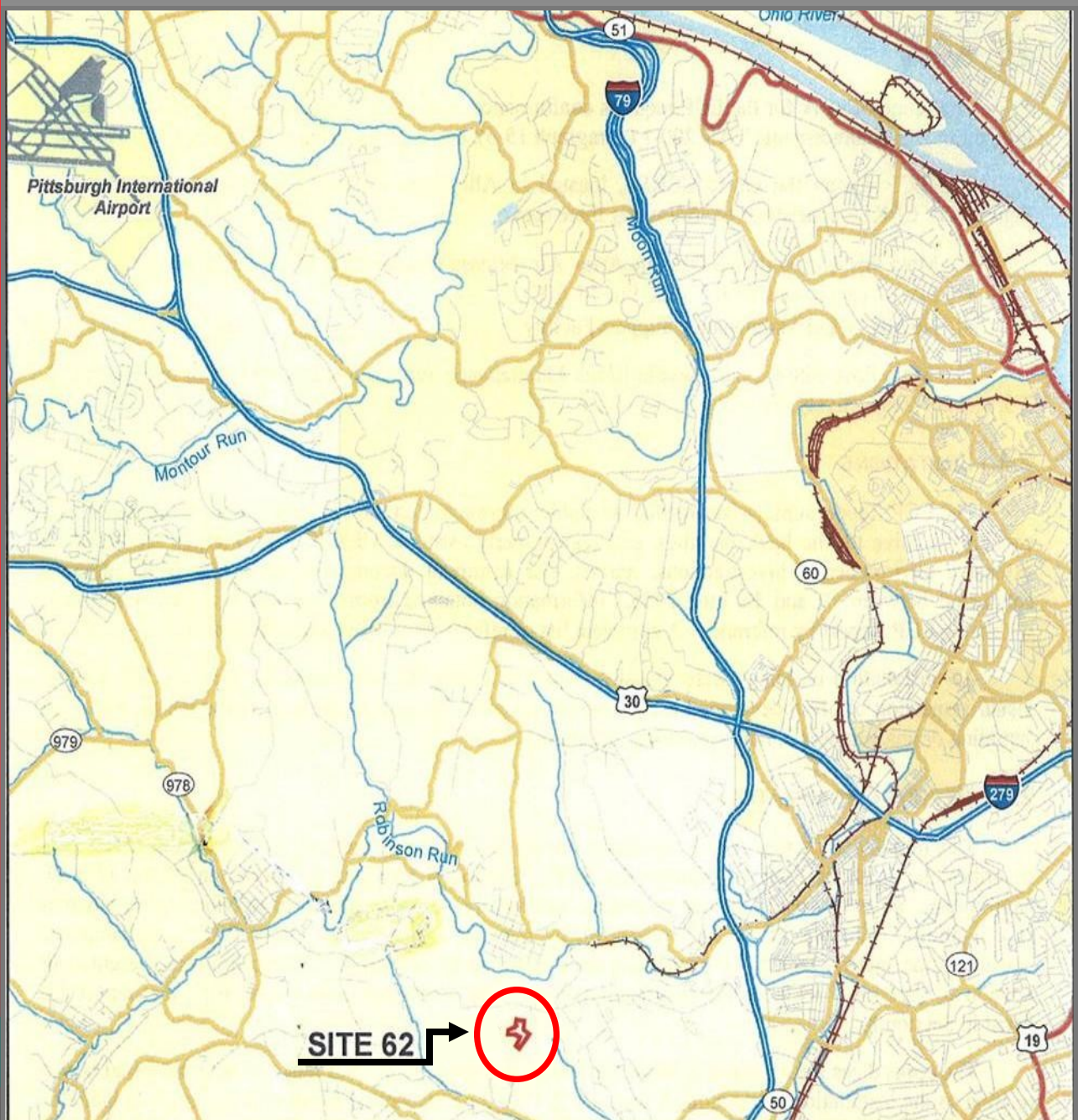
## Open Houses:

June 21, 2011 - 10:00 AM to 3:00 PM

July 13, 2011 - 10:00 AM to 3:00 PM



Site 62





**INVITATION FOR BIDS**

**Approximately 12.63 Acres in Fee Located on PFC Sayers Road, Collier Township,  
Pennsylvania**

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- A. QUITCLAIM DEED with Legal Description, Plat Map and Environmental Protection Provisions**

**INVITATION FOR BIDS**

This Invitation for Bids (IFB) contains information and forms necessary for interested parties to bid to purchase the property which is the subject of this sale. It shall be the responsibility of each bidder to familiarize him or herself with this Invitation for Bids, including the General Terms of Sale, the Instructions to Bidders and any other information or materials included in the Invitation for Bids or that may be made available under separate cover.

The property will be made available for inspection. General Services Administration (GSA) and Army representatives will be on the site: June 21, 2011 from 10:00 a.m. to 3:00 p.m., Eastern Daylight (EDT) and then again on July 13, 2011 from 10:00 a.m. to 3:00 p.m. EDT.

The auction will be held at the Collier Township Municipal Building, located at 2418 Hilltop Road, Presto, PA 15142, on July 14, 2011, at 10:00 a.m. EDT.

Parties interested in bidding on the property must register to bid in accordance with the terms found in the section of this IFB titled *Instructions to Bidders*. As part of that registration, bidders must present a deposit of \$10,000.00 before making an opening bid; see Paragraph 3 (Bid Deposit) within *Instructions to Bidders*.

If you have questions about this property or the procedures and terms of sale which are not addressed in the IFB, please contact:

Susan Webb  
U. S. General Services Administration  
Real Property Utilization and Disposal Division (4PZ)  
Suite 130  
77 Forsyth Street  
Atlanta, GA 30303  
(404) 331-9610 or (404) 331-5133  
Susanb.webb@gsa.gov

## **PROPERTY DESCRIPTION**

### **1. PROPERTY LOCATION AND SETTING**

The property is located on PFC Sayers Road, which is west of the village of Presto and west of the highly-successful Nevillewood residential community along Hilltop Road in central Collier Township, Pennsylvania. Collier Township, a suburban municipality on the west side of Allegheny County, is adjacent to the City of Carnegie and Scott Township on the east and is approximately nine miles from the Pittsburgh's central business district (CBD). Pittsburgh is the administrative center of Allegheny County.

The area is suburban in character and approximately 50% developed. Land uses immediately surrounding the property are predominantly vacant land and residential with typical ages of building improvements ranging from 5 to 40 years. Property types adjoining the property are nearly exclusively residential and vacant land.

The view offers a high vantage point to other nearby areas.

### **2. PARCEL DESCRIPTION**

#### **2.1 Topography**

Intermediate slopes are present throughout the site. These slopes require additional attention to erosion potential but pose no significant obstacles for redevelopment. Nearly the entire area of the property (11 acres) exhibits slope gradients less than 25%, thus providing a substantial opportunity for the property's re-use. Less than one (1) acre is steep slopes (gradient greater than 25%). The steep slopes are predominately located on the western area of the property in small isolated sections.

#### **2.2 Geology and Soils**

The property is principally underlain by a mix of shale, claystone, and limestone rock. Although no mine subsidence events have been reported within the limits of the property, mine subsidence events have been reported in the general vicinity of the sites, and both are reportedly undermined. The property is reportedly 220 to 290 feet above the Pittsburgh Coal seam. The risk of mine subsidence is relatively low because of the depth of the seam; though the magnitude of the effects of mine subsidence may be minimal, it cannot be completely eliminated. The risk of mine subsidence remains an issue and is independent of the type of site development (i.e., commercial, residential single family homes, office park, etc.). Soils on the property consist of a variety of loams.

#### **2.3 Flood Hazard Status**

Although the property is located in a flood prone area, it is entirely outside Flood Hazard Areas inundated by 100-year flooding. The FEMA FIS 100-year flood plain elevation of the Ohio River just west of the site is 719 ft. The site grade elevations vary from 725 feet to 730 feet, which ranges from 6 to 11 feet above the 100-year flood elevation as delineated on FEMA's FIRM maps.

#### **2.4 Ground Stability**

Because of the depth of the Pittsburgh Coal seam, extraordinary geotechnical stabilization is likely unnecessary unless buildings with "deep" footings or foundation wells or buildings considered to be of high importance, under the International Building Code, are to be built on the property.

#### **2.5 Utilities**

Procurement of utility service shall be the responsibility of the Purchaser as of the date of conveyance. Bidders are urged to contact local utility providers for information on the availability of utilities.

- Sanitary Sewer: Collier Township Municipal Authority (Fair Condition)
- Potable Water: PA American Water Company (Fair Condition)
- Natural Gas: Unknown Status
- Electric: Duquesne Light (Fair Condition)

#### **2.6 Historical Significance of Property**

There are aspects of the property that are historically significant due to the property's utilization during the Cold War. Because of the property's historical significance, the Army entered into a memorandum of agreement (MOA) with the Pennsylvania State Historic Preservation Office (SHPO) whereby the Army agreed to do the following to document the historically significant characteristics of the property.

- A. Update existing C.E. Kelly Historic American Building Survey /Historic Architecture and Engineering Records (HABS/HAER) documentation.
- B. Prepare a public history document in the form of a brochure, detailing the C.E. Kelly complex and its role in the Cold War.
- C. Erect an historic marker.

The Army is taking steps to fulfill its obligations under the MOA with the SHPO. The updated HABS/HAER report and brochures will be made available by the Army in public places within the community, such as libraries. A marker will be erected by the Army on the portion of former C.E. Kelly Support Facility Main Post which will be made into a public park. The buyers of Site 62 and Neville Island have no preservation obligations under the MOA with the SHPO.

### **3. ACCESS AND LINKAGES**

Vehicular access to the property can be made from two lane urban collector roads including Thoms Run Road and S.R. 3052 (Hilltop Road). Primary highway access to this area is via Interstate 79 (I-79) and U.S. Route 22 which is approximately three (3) miles from the site.

Additional highway access to the area is via I-279, (Parkway West) or by using I-576. Several exits from this interstate highway offer access to the area. Local access is provided by Hilltop Road, a secondary local artery which connects to the Heidelberg central business district.

The property is located approximately 14 miles from downtown Pittsburgh. Public transportation is provided by the PAT and provides access to the Pittsburgh Central Business District, which is approximately 8 miles east of the property.

### **4. LEGAL DESCRIPTION (Please Refer To Exhibit A)**

### **5. EASEMENTS, ENCROACHMENTS AND RESERVATIONS**

The property was conveyed to the United States subject to the following: (1) an existing easement for private road held by S.S. Jordan et al dated 10-14-1914 in Deed Book (DB) vol. 1842, p. 137; (2) a communication line easement held by American District Telegraph Company of Philadelphia dated 10-27-1928 DB vol. 2380, p.64; (3) two pipeline easements held by South West Pennsylvania Pipe Line (a) dated 5-24-1920 in DB vol. 2065, p. 18 and (b) dated 6-17-1920 in DB vol. 2065, p. 19; (4) existing coal and mining rights held by Consolidation Coal Company; (5) oil and gas leases, (a) two held by H.O. Patch & Company, dated 6-20-1888 in Oil and Gas Book (O&G) vol. 5, p. 298 and dated 6-21-1888 in O&G vol. 5, p. 302, and (b) one held by D.W. Kapper dated 4-4-1903 in O&G vol. 19, p. 126; (6) existing easements for public roads and highways, public utilities, railroads and pipelines; and (7) zoning ordinances, if any. The property will be sold subject to any and all existing covenants, reservations, easements, restrictions, and rights recorded or unrecorded in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads and other rights-of-way, and any easements, reservations, rights and covenants reserved by the Grantor herein.

The Government will reserve the mineral rights for the Site 62 property using the following clause in the deed: “FURTHER reserving and excepting therefrom, however, GRANTOR’s rights in the coal, gas, and minerals in the Property for the GRANTOR and GRANTOR’s heirs, executors, and assigns. This reservation includes by its terms, oil, gas, aged organic rich shales and other horizons and any other minerals on, in, and under the property conveyed.” There are reservations in the chain of title for the minerals but the location(s) of the reservations are undefined. The area is potentially rich in Marcellus shale; therefore a general reservation for whatever minerals the United States may own is included in the quitclaim deed

### **6. DUE DILIGENCE MATERIAL**

The Department of the Army has completed a Finding of Suitability to Transfer (FOST) and an Environmental Condition of Property (ECP). The FOST and ECP reference environmental condition on the Sale Parcels and on other property not subject to this IFB. The FOST sets forth the basis for the Government’s determination that the Sale Parcel is suitable for transfer. Bidders are hereby made aware of the notifications that will be included in the deed as contained in the FOST and ECP and are summarized herein. Bidders are encouraged to review the FOST before making a bid. The FOST is available for download at [www.propertydisposal.gsa.gov](http://www.propertydisposal.gsa.gov)

The Army has prepared an environmental assessment (EA) to evaluate the environmental and socioeconomic impacts of the disposal of this property. The EA was developed in accordance with the National Environmental Policy Act (NEPA) and implementing regulations issued by the Council on Environmental quality (40 CFR 1500-1508), the Army (32 CFR Part 651), and the Office of the Secretary of Defense (Base Redevelopment and Realignment Manual – DoD 4165.66M). The EA is available for download at [www.propertydisposal.gsa.gov](http://www.propertydisposal.gsa.gov)

## **GENERAL TERMS OF SALE**

(Government Real Property)

### **1. INVITATION FOR BIDS**

The term "Invitation for Bids" ("IFB") refers to this document and the following items that are attached hereto and incorporated herein: the Property Description; General Terms of Sale; Instructions to Bidders; Environmental Notices; Offer to Purchase Government Real Property; and Exhibits. Should the aforementioned documents, including the Exhibits, be modified or supplemented by any addenda or amendments issued by the Government, those addenda and amendments shall be part of the IFB.

### **2. DESCRIPTIONS PROVIDED IN IFB**

The description of the property set forth in this Invitation for Bids and any other information provided therein with respect to the property is based on information available to the Government and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or claim by the Purchaser for allowance, refund, or deduction from the purchase price.

### **3. INSPECTION**

Inspection of the property is the responsibility of the purchaser. Bidders are invited, urged and cautioned to inspect the property to be sold prior to submitting a bid. The failure of any bidder to inspect, or to be duly informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid. The property will be made available for inspection. General Services Administration (GSA) and/or Army representatives will be on the site on June 21, 2011 from 10:00 a.m. to 3:00 p.m. EDT and then again on July 13, 2011 from 10:00 a.m. to 3:00 p.m. EDT.

### **4. CONTRACT**

The Invitation for Bids, and the bid when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the Purchaser without consent of the Government, and any assignment transaction without such consent shall be void.

### **5. CONDITION OF PROPERTY**

The property is offered for sale "AS IS" AND "WHERE IS" with any and all latent and patent defects. The Government does not warrant that the property has a particular financial value or is fit for a particular purpose. The Purchaser, and Purchaser's successors and assigns, or any party-in-possession of the property, or any part thereof, further acknowledges that the Government makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality and state of repair of the property. The Government makes no other agreement or promise to alter, improve, adapt or repair the property not otherwise contained herein. Purchaser shall rely solely on its own due diligence and examination of the property. Purchaser takes the property with the express understanding and stipulation that there are no express or implied warranties.

Purchaser acknowledges that there will be no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for the purpose of which intended by the Purchaser after the conclusion of the auction.

### **6. ZONING**

Verification of the present zoning and determination of permitted uses there under, along with compliance of the property for present or proposed future use, shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this Invitation for Bids or sales agreement. Please note that any reference to zoning is included for informational purposes only and is not to be relied upon by the bidder.

### **7. RISK OF LOSS**

As of the date of conveyance, the Purchaser shall assume all responsibility for care and handling and all risks of loss or damage to the property, including but not limited to all buildings and other improvements located thereon, and have all obligations and liabilities of ownership and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of an auction.

## **8. TAXES, ASSESSMENTS AND OTHER COSTS**

As of the date of conveyance, the Purchaser shall assume responsibility for all general and special real and personal property taxes or other assessments which have been or may be assessed on the property and for all sums due to be paid, by the Government in lieu of taxes, which amount shall be prorated.

## **9. REVOCATION OF BID AND DEFAULT**

In the event of revocation of a bid after the conclusion of an auction, but prior to acceptance of the final bid by the Government, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that the deposit paid to the Government, together with any payments subsequently made on account, may be forfeited at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability. The Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale, without forfeiting the said deposit and payments.

## **10. GOVERNMENT LIABILITY**

If the Government accepts a bid for the purchase of the property and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason although Purchaser is ready, willing, and able to close, the Government's liability to Purchaser shall be strictly limited to all amounts of money Purchaser has paid to Government without interest whereupon Government shall have no further liability to Purchaser.

## **11. TITLE EVIDENCE**

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the Purchaser or his authorized agent in this transaction, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the property.

## **12. TITLE**

If a bid for the purchase of property is accepted, the Government will convey its interest in the property by quitclaim deed in substantially the form of the draft quitclaim deed attached as Exhibit A to this Invitation for Bids. The Government does not pay for title insurance but the Purchaser may wish to acquire a title insurance policy from a local title company.

## **13. CONTINGENT FEES**

The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

## **14. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE**

The closing date of sale is not later than ninety (90) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the ninety (90) calendar day period.

Prior to closing, the Purchaser may open an escrow account with an independent, unaffiliated escrow company ("Escrow Holder") to handle the closing. The Government does not mandate use of a particular escrow company. All closing costs, including escrow and document handling expenses, shall be borne solely by the Purchaser. As part of the closing the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds and related matters.

On the closing date, the Purchaser shall tender to the Government (or to the Escrow Holder) the balance of the purchase price in the form of a cashier's check, certified check or electronic wire transfer. Upon confirmation that Purchaser's wire transferred funds have been deposited into the Government's bank account or that Purchaser's funds by check have been confirmed to the satisfaction of the Government, the Government shall deliver to the Purchaser the instrument, or instruments, of conveyance. Possession of the property will be assumed by the Purchaser at the time of closing. The Government reserves the right to extend the closing date for a reasonable amount of time.



**15. DELAYED CLOSING**

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser shall pay either: (1) a liquidated damages assessment of \$500.00 per day; or (2) interest on the outstanding balance of the purchase price, whichever is greater, if the closing of the sale is delayed and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

**16. CLOSING COST, DOCUMENTARY STAMPS AND COST OF RECORDING**

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, State and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

A conformed copy of the recorded Quitclaim Deed shall be provided by the Purchaser to the *Real Estate Division, U.S. Army Corps of Engineers, P.O. Box 1715, Baltimore, Maryland 21201-1715*.

**17. OFFICIALS NOT TO BENEFIT**

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA and DOD employees are prohibited from bidding on the property offered in the IFB.

**18. ANTITRUST LAWS**

The contract made by the acceptance of bid by the Government may be transmitted to the Attorney General of the United States for their advice as to whether the sale would tend to create or maintain a situation inconsistent with anti-trust laws. The Government may rescind the acceptance of any bid, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return any and all deposits held by the Government without interest.

## INSTRUCTIONS TO BIDDERS

### 1. AUCTION SITE

The auction will be held at the Collier Township Municipal Building, located at 2418 Hilltop Road, Presto, PA 15142.

### 2. REGISTRATION OF BIDDERS

The auction will be held on July 14, 2011 at 10:00 a.m. EDT. Each prospective bidder is required to register and present a bid deposit on the day of the auction in order to participate in the auction. At the time of registration, each bidder will sign a brief statement that they have received the "Invitation for Bids" (IFB).

### 3. BID DEPOSIT

At registration, each prospective bidder shall be required to possess and exhibit a bid deposit in the form of a certified cashier's check endorsable to the U. S. Army Corps of Engineers. The bid deposit of the high bidder shall be applied toward payment of the purchase price. The bid deposit amount required for this property is \$10,000.00.

At the close of the auction, bid deposits will be collected from the two highest bidders and held as stipulated in paragraph 7 (*Back-up Bidder*).

### 4. OFFER TO PURCHASE GOVERNMENT REAL PROPERTY

The successful bidder at the public auction will be required to complete and execute, in duplicate, the portion of the Bid Form titled *Offer to Purchase Government Real Property*, and all information and certifications called for thereon must be furnished. Failure to furnish all information or certifications required may result in rejection of the bid.

### 5. BID EXECUTED ON BEHALF OF BIDDER

A successful bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

If the successful bidder is a corporation, the Certificate of Corporate Bidder, included in this IFB, must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, the bidder may attach to the bid additional corporate records that will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

If the successful bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer (s) to execute the bid on behalf of the partnership.

If the bidder is a limited liability company, a certificate of the LLC must be completed and executed by the manager.

### 6. ADDITIONAL BID DEPOSIT

Within ten (10) business days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount in the form of a certified check or cashier's check, if any, which when added to the initial bid deposit, will equal at least twenty percent (20%) of the total bid. Failure to provide these funds will result in rejection of the bid and forfeiture of the initial bid deposit.

Upon acceptance of a bid, the bid deposit shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of a certified check, cashier's check or electronic wire transfer is payable within ninety (90) calendar days after acceptance of bid. At the time of closing, all monies paid by the Purchaser will be credited, without interest, toward the total purchase price.

### 7. BACKUP BIDDER

The second-highest bidder will be the backup bidder. If the high bidder is unable to consummate the transaction, the second highest bidder's bid may then be considered for award. The backup bidder's deposit will be retained, without interest, until the first high bidder has increased their initial bid deposit to the required 20% of the purchase price. Subsequently, the bid deposit of the second-high bidder will be returned.

In the event that the Government is unable to make an award to the highest or second-highest bidder, the Government reserves the right to negotiate with the remaining bidders and make an award that is in the best interest of the Government.

**8. CONTINUING OFFERS**

Each bid received shall be deemed to be a continuing offer after the date of the auction for thirty (30) calendar days, unless the bid is accepted or rejected by the Government before the expiration of the thirty (30) days, or the Government obtains the bidder's consent to an extension of the bid, prior to such expiration.

**9. NOTICE OF ACCEPTANCE OR REJECTION**

The Government reserves the right to reject any and all bids. Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or his duly authorized representative at the fax number or address indicated in the bid documents.

The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer.

## ENVIRONMENTAL NOTICES

### 1. ENVIRONMENTAL CONSIDERATIONS

In the Finding of Suitability to Transfer (FOST) for the parcel on PFC Sayers Road, which was completed by the Army in November 2010, the Government concluded that the Property is generally classified as Category 1, an area or parcel of real property where no release, disposal, or migration of hazardous substances has occurred. The former UST site (identified in the FOST as IRP Site 9) is Category 2, an area where only releases or disposal of petroleum products has occurred. The ground around the perimeters of buildings have been classified Category 3, an area where release, disposal or migration of hazardous substances has occurred but in concentrations which do not require a removal action or other remedial response. Category 3 was selected for these areas due to the finding of low levels of volatile organic chemicals (VOCs) in soil borings taken near the drip lines of the roofs of buildings. Bits of roofing tar were found in the samples and likely contributed to the presence of VOCs.

### 2. CERCLA NOTICE, COVENANT, AND ACCESS PROVISIONS AND OTHER DEED PROVISIONS

Relevant CERCLA Notice, Covenant, and Access Provisions, along with the other Deed provisions can be found in the attached draft Quitclaim Deed (Exhibit A).

**PUBLIC AUCTION**  
**Offer To Purchase Government Real Property**  
**To Be Completed By The Highest Bidder Only**

This offer is subject to the procedures, terms and conditions of the "Invitation for Bids" which is incorporated herein by reference. The undersigned bidder hereby offers and agrees, if this bid is accepted within thirty (30) calendar days after the date of the auction, to purchase the property as described as:

**PFC Sayers Road, Collier Township, Pennsylvania**

Amount of Bid: \_\_\_\_\_ Bid Deposit: \_\_\_\_\_ received day of sale.

The instrument(s) of conveyance should name the following Grantee(s):

Bidder is: (check one)      ( ) Individual      ( ) Partnership      ( ) A Trustee      ( ) A Corporation

Name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: (    ) \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signer's Name & Title (type or print): \_\_\_\_\_

**Certificate Of Corporate Bidder**

I, \_\_\_\_\_ certify that I am

\_\_\_\_\_ of the Corporation named as bidder herein,  
 (Secretary or other Official Title)

that \_\_\_\_\_ who signed this Offer To Purchase on behalf of the  
 (Name)

bidder was then \_\_\_\_\_ of said Corporation; that said  
 (Official Title)

Offer to Purchase was duly signed for and on behalf of said Corporation by authority of its

Governing body and is within the scope of its corporate powers.

\_\_\_\_\_  
 (Signature of Certifying Corporate Officer)

\_\_\_\_\_  
 (Signature of President/Vice-President)

CORPORATE SEAL



This deed was reviewed by  
Raymond O. Schlee, Attorney  
U.S. Army Corps of Engineers  
Baltimore District  
P.O. Box 1715  
Baltimore, Maryland 21203

## **Exhibit A**

**QUITCLAIM DEED  
CHARLES E. KELLY SUPPORT FACILITY  
ALLEGHENY COUNTY, PENNSYLVANIA  
SITE 62 PARCEL**

THIS QUITCLAIM DEED is made and entered into this \_\_\_\_ day of \_\_\_\_, 2011, by and between the UNITED STATES OF AMERICA acting by and through the Director of Real Estate, pursuant to delegations of authority from the Secretary of the Army, under and pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder, , whose mailing address is U. S. Army Corps of Engineers, Baltimore District, ATTN: NAB-RE-M, P.O. Box 1715, Baltimore, MD 21203-1715 (the “GRANTOR”), and the \_\_\_\_\_ whose mailing address is \_\_\_\_\_, Pennsylvania (the “GRANTEE”).

WITNESSETH THAT:

NOW THEREFORE, the GRANTOR, for \_\_\_\_\_, the receipt of which is hereby acknowledged, does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM, subject to the reservations, covenants, conditions and restrictions hereinafter set forth, unto the GRANTEE, its successors and assigns, all right, title, and interest of the GRANTOR in the property, situate, lying and being in the County of Allegheny in the Commonwealth of Pennsylvania, containing approximately 16.55 acres in total (12.63 acres in fee and 3.92 acres in perpetual easements) as more particularly described in Exhibit A and shown in Exhibit B, attached hereto and made a part hereof (hereinafter referred to as the “Property”);

SUBJECT TO all valid and existing restrictions, reservations, covenants, conditions, and easements including, but not limited to, rights-of-way for railroads, highways, pipelines, and public utilities, if any, whether of public record or not.

FURTHER reserving and excepting therefrom, however, GRANTOR’s rights in the coal, gas, and minerals in the Property for the GRANTOR and GRANTOR’s heirs, executors, and assigns. This reservation includes by its terms, oil, gas, aged organic rich shales and other horizons and any other minerals on, in, and under the property conveyed.

TO HAVE AND TO HOLD the Property granted herein to the GRANTEE and its successors and assigns, together with all and singular the appurtenances, rights, powers and privileges thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, or claim whatsoever of the GRANTOR, either in law or in equity, and subject to the reservations, covenants, conditions and restrictions set forth in this Deed;

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that the GRANTEE, by its acceptance of this Deed, and as part of the consideration for the conveyance made herein, covenants and agrees for itself, its successors and assigns, forever, that this Deed is made and accepted upon each of the following covenants, which covenants shall be binding upon and enforceable against the GRANTEE, its successors and assigns in perpetuity by the GRANTOR and other interested parties as may be allowed by law; that the notices, use restrictions, and restrictive covenants set forth herein are a binding servitude on the Property and shall be deemed to run with the land in perpetuity; and that the failure to include the notices, use restrictions, and restrictive covenants in subsequent conveyances does not abrogate the status of the covenants, conditions and restrictions as binding upon the GRANTOR and the GRANTEE, its successors and assigns:

**1. NOTICES PURSUANT TO SECTION 120(h)(3)(A)(i)(I) AND (II) TO THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OF 1980 (42 U.S.C §9620 (h)(3)(A)(i)(I) AND (II))**

A. Pursuant to section 120(h)(3)(A)(i)(I) and (II) to the Comprehensive Environmental Response, Compensation, and Liability Act of 190 (42 U.S.C §9620 (h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity and location of hazardous substances and the time at which such substances were stored, released, or disposed of, as defined in section 120(h), is provided in Table 2, Notification of Hazardous Substance Storage, Release or Disposal, which can be found in Exhibit C, attached hereto and made a part hereof. Additional information regarding the storage, release, and disposal of hazardous substances on the property has been provided to the GRANTEE, receipt of which the GRANTEE hereby acknowledges. Such additional information includes but is not limited to documents listed within Enclosure 2 of the Charles E. Kelly, Site 62, Finding of Suitability to Transfer (FOST).

B. Pursuant to section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §9620 (h)(3)(A)(i)(III)), a description of the remedial action taken, if any, on the property is provided in Exhibit C, attached hereto and made a part hereof. Additional information regarding the remedial action taken, if any, has been provided to the GRANTEE, receipt of which the GRANTEE hereby acknowledges. Such information includes, but is not limited to the 2006 Final Environmental Condition of Property Report (ECP).

**2. COVENANT PURSUANT TO SECTION 120(h)(3)(A)(ii) AND (B) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OF 1980 (42 U.S.C. §9620 (h)(3)(A)(ii) AND B))**

Pursuant to section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)), the GRANTOR warrants that—

(a) all remedial action necessary to protect human health and the environment with respect to any hazardous substances identified pursuant to section 120(h)(3)(A)(i)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 remaining on the property has been taken before the date of the this deed, and

(b) any additional remedial action found to be necessary after the date of this deed shall be conducted by the GRANTOR.

**3. ACCESS RIGHTS PURSUANT TO SECTION 120(h)(3)(A)(iii) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OF 1980 (42 U.S.C. § 9620 (h)(3)(A)(iii))**

A. The GRANTOR retains and reserves a perpetual and assignable easement and right of access on, over, and through the property, to enter upon the property in any case in which an environmental response action or corrective action is found to be necessary on the part of the GRANTOR, without regard to whether such environmental response action or corrective action is on the Property or on adjoining or nearby lands. Such easement and the right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test-pitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the GRANTOR to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the GRANTEE, its successors and assigns, and shall run with the land.

B. In exercising such easement and right of access, the GRANTOR shall provide the GRANTEE or its successors or assigns, as the case may be with reasonable notice of its intent to enter upon the Property and exercise its rights under this covenant, which notice may be severely curtailed or even eliminated in emergency situations. The GRANTOR shall use reasonable means, but without significant additional costs to the GRANTOR, to avoid and to minimize interference with the GRANTEE's and the GRANTEE's successors' and assigns' quiet enjoyment of the property. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the GRANTOR. Excluding the reasonable charges for such utility services, no fee, charge or compensation will be due the GRANTEE nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the GRANTOR.

C. In exercising such easement and right of access, neither the GRANTEE nor its successors and assigns, as the case may be, shall have any claim at law or equity against the GRANTOR or any officer or employee of the GRANTOR based on actions taken by the GRANTOR or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that nothing in this paragraph shall be considered as a waiver by the GRANTEE and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

**4. "AS IS" CONDITION OF PROPERTY**

A. The GRANTEE acknowledges that it has inspected, or has had the opportunity to inspect, the Property and accepts the condition and state of repair of the Property. The GRANTEE understands and agrees that the Property is conveyed "as is" without any representation, warranty, or guaranty by the GRANTOR as to quantity, quality, title, character, condition, size, or kind, or that the same is in a suitable condition or fit to be used for the purposes intended by the GRANTEE, and no claim for allowance or deduction upon such grounds will be considered.

B. No warranties, either express or implied, are given with regard to the condition of the Property, including, without limitation, whether the Property does or does not contain asbestos or lead-based paint. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property including, without limitation, any asbestos, lead-based paint, or other conditions on the Property. The failure of the GRANTEE to inspect or to exercise due diligence to be fully informed as to the condition of the Property will not constitute grounds for any claim or demand against the GRANTOR.

C. Nothing in this "As Is" provision shall be construed to modify or negate the GRANTOR's obligation under the CERCLA Covenant or any other statutory or regulatory obligations.

## **5. HOLD HARMLESS**

A. To the extent authorized by law, the GRANTEE, for itself, its successors and assigns, covenants and agrees to indemnify and hold harmless the GRANTOR, its officers, agents, and employees from any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the covenants, conditions and restrictions contained in this Deed by the GRANTEE, its successors and assigns, and any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure after the date of this Deed to asbestos or lead-based paint or other conditions on any portion of the Property.

B. The GRANTEE, for itself, its successors and assigns, covenants and agrees that the GRANTOR shall not be responsible for any costs associated with modification or termination of the covenants, conditions and restrictions in this Deed including without limitation, any costs associated with additional investigation or remediation of asbestos or lead-based paint, or other condition on any portion of the Property.

C. Nothing in this "Hold Harmless" provision shall be construed to modify or negate the GRANTOR's obligation under the CERCLA Covenant or any other statutory obligations after the date of conveyance.

## **6. ENVIRONMENTAL PROTECTION PROVISIONS**

The GRANTEE shall neither transfer the Property, lease the Property, nor grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion of the Environmental Protection Provisions set forth in Exhibit C, attached hereto and made a part hereof, and shall require the inclusion of the said Environmental Protection Provisions in all subsequent deeds, easements, transfers, leases, or grants of any interest, privilege, or license in, of, on, or to the Property or any portion thereof.

## **7. POST-TRANSFER DISCOVERY OF CONTAMINATION**

A. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of this Deed, the GRANTEE, its successors or assigns shall be responsible for such release or threatened release of such newly discovered hazardous substance or petroleum product unless the GRANTEE, its successors or assigns, is able to demonstrate that such release or threatened release of such newly discovered hazardous substance or petroleum product was due to the GRANTOR's activities, use, or ownership of the Property. If the GRANTEE, its successors or assigns believe the newly discovered hazardous substance or petroleum product is due to the GRANTOR's activities, use or ownership of the Property, the GRANTEE, its successors or assigns shall immediately secure the site and notify the GRANTOR of the existence of the hazardous substance or petroleum product and the GRANTEE, its successors or assigns shall not further disturb or allow disturbance of such hazardous substance or petroleum product without the written permission of the GRANTOR.

B. The GRANTEE, for itself, its successors and assigns, as part of the consideration for the conveyance of the Property, agrees to release the GRANTOR from any liability or responsibility for any claims arising solely out of the release or threatened release of any hazardous substance or petroleum product on the Property occurring after the date of delivery and acceptance of this Deed, herein where such hazardous substance or petroleum product was placed on the Property by the GRANTEE, or its successors, assigns, employees, invitees, agents or contractors after the date of the conveyance herein. This paragraph shall not affect the GRANTOR's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations, or the GRANTOR's indemnification obligations under applicable laws, rules and regulations.

## **8. ANTI-DEFICIENCY ACT**

The GRANTOR's obligation to pay or reimburse any money under this Deed is subject to the availability of funds appropriated for this purpose to the Department of the Army and nothing in this Deed shall be interpreted to require obligations or payments by the GRANTOR in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

## **9. NO WAIVER**

The failure of the GRANTOR to insist in any one or more instances upon complete performance of any obligation of the GRANTEE, its successors or assigns required by the covenants, conditions, and restrictions set forth in this Deed shall not be construed as a waiver or a relinquishment of the GRANTOR's right to future performance of any such obligation of the GRANTEE or its successors or assigns required by said covenants, conditions and restrictions, and such obligations of the GRANTEE, its successors and assigns shall continue in full force and effect.

THIS QUITCLAIM DEED is not subject to 10 U.S.C. § 2662.

## **EXHIBITS:**

- A – Legal Descriptions
- B – Plat Map
- C – Environmental Protection Provisions



IN WITNESS WHEREOF, the GRANTOR has caused this Deed to be duly executed in its name by the Director of Real Estate, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

UNITED STATES OF AMERICA

By: \_\_\_\_\_  
SCOTT L. WHITEFORD  
Director of Real Estate  
Headquarters, U. S. Army Corps of Engineers

NOTARIAL CERTIFICATE

DISTRICT OF COLUMBIA

I, \_\_\_\_\_, a Notary Public in and for the District of Columbia, do hereby certify that on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Scott L. Whiteford, Director of Real Estate, known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by him for the purposes therein stated and that he had due authority to sign the document in the capacity therein stated.

In witness whereof, I hereunto set my hand and official seal

\_\_\_\_\_  
Notary Public

My commission expires the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

## ACCEPTANCE BY GRANTEE

The GRANTEE hereby accepts this Quitclaim Deed for itself, its successors and assigns, subject to all of the conditions, reservations, restrictions and terms contained herein this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

By: \_\_\_\_\_

# NOTARIAL CERTIFICATE

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss  
COUNTY OF ALLEGHENY )

I, \_\_\_\_\_, a Notary Public in and for the Commonwealth of Pennsylvania, do hereby certify that on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_, known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by him for the purposes therein stated and that he had due authority to sign the document in the capacity therein stated.

Notary Public  
Notary Registration No.

My commission expires the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

## CORPORATE CERTIFICATE

I \_\_\_\_\_ certify that I am the \_\_\_\_\_ of the \_\_\_\_\_, that \_\_\_\_\_ who signed the foregoing instrument on behalf of the corporation was then \_\_\_\_\_ of the corporation. I further certify that the said officer was acting within the scope of powers delegated to this officer by the governing body of the corporation in executing said instrument.

Date \_\_\_\_\_

Corporate Secretary or  
Appropriate Officer  
(AFFIX CORPORATE SEAL)

## **EXHIBIT A**

### **LEGAL DESCRIPTIONS**

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LEGAL DESCRIPTION

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Tract A (Fee Excess)

All that certain portion of land situate in the Commonwealth of Pennsylvania, Allegheny County, Collier Township, being a part of Tract A of the Pittsburgh Support Facility, formerly Tract Nos. A-103, A-104, A-105-1, and A-117 of the Pittsburgh Defense Area Nike Battery 62 Project and more particularly described with bearings being referenced to the original acquisition documents for Pittsburgh Defense Area Nike Battery 62 Project as follows:

Beginning a point in the division line between former Tracts A-117 and A-103, also being the division line between lands now or formerly owned by Thomas B. Gordon and Estelle G. Gordon Wilson, and Nesbit E. Ross, located on the westerly side of Tract A; thence running and binding to the line of former Tract A-103,

North 10°31'10" East 337.50 feet; thence,  
South 79°28'50" East 74.01 feet; thence running and binding to the line of former Tract A-105-1,

South 79°28'50" East 240.0 feet; thence,  
South 45°58'50" East 32 feet; thence,  
South 79°28'50" East 140.0 feet; thence,  
South 10°31'10" West 363.0 feet; thence running and binding to the line of former Tract A-104,

South 54°58'50" East 339.0 feet; thence,  
South 40°48'10" West 36.04 feet; thence,  
South 40°49'10" West 749.96 feet; thence,  
North 54°58'50" West 192.0 feet; thence,  
North 29°13'10" East 375.0 feet; thence,  
North 55°34'44" West 242.39 feet; thence running and binding to the line of former Tract A117,

North 85°04'10" West 321.03 feet; thence,  
North 04°55'50" East 177.56 feet; thence,  
North 68°31'10" East 347.0 feet; to the Point of beginning containing 12.63 acres,  
more or less.

It is the intent of the foregoing description to include all of the same lands previously known as:

Tract A-103, acquired by the United States of America from Thomas B. and Estelle G. Gordon Wilson by Declaration of Taking, Civil Action 12430 filed June 28, 1954

Tract A-104, acquired by the United States of America from Annie F. Lewis and Eliza Lewis by Declaration of Taking, Civil Action 12431 filed June 28, 1954.

Tract A-105-1, acquired by the United States of America from James B. Blackburn, Jr., et al by Declaration of Taking, Civil Action 12432 filed June 28, 1954,.



Tracts A  
Owner: United States of America  
Area: 12.63 acres  
Page 2 of 2 pages

Charles E. Kelly Support Facility  
Site 62  
Collier Township, Pennsylvania  
3 May 2010 / sim

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LEGAL DESCRIPTION

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Tract A-117 acquired by the United States of America from Nesbit E. Ross by Declaration of Taking, Civil Action 16728 filed March 7, 1958.

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LEGAL DESCRIPTION

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Tract BE-1 (Perpetual Easement Excess)

All that certain 40 foot wide strip of land situate in the Commonwealth of Pennsylvania, Allegheny County, Collier Township, being a part of Tract BE-1 of the Pittsburgh Support Facility, formerly known as Tract No. A-105-E-2 of the Pittsburgh Defense Area Nike Battery 62 Project and more particularly described with bearings being referenced to the original acquisition documents for Pittsburgh Defense Area Nike Battery 62 Project being a 40 foot wide strip of land, 20 feet on each side of the following described centerline, the side lines of said strip of land to be shortened or lengthened to the project boundary, as follows:

Beginning a point in the southerly right-of-way line of the public road designated as L. R. 02022, 25 feet east of the west property line of lands now or formerly owned by James B. Blackburn, et al; thence parallel with said westerly property line and 20 feet easterly thereof; thence,

South  $11^{\circ}29'$  West 380.97 feet; thence,

Along a curve to the left having a radius of 115 feet, the angle of intersection being  $81^{\circ}28'$ , and the tangent of 99.03 feet for an arc distance of 163.51 feet; thence,

South  $69^{\circ}58'50''$  East 97.01 feet; thence,

Along a curve to the right having a radius of 75 feet, the angle of intersection being  $126^{\circ}07'50''$ , and a tangent of 147.61 feet for an arc distance of 165.11 feet; thence,

South  $56^{\circ}09'50''$  West 25.34 feet; thence,

South  $55^{\circ}45'45''$  West 50.00 feet; thence,

South  $56^{\circ}09'$  West 46 feet, more or less to a point in the 3rd or South  $45^{\circ}58'50''$  East 32.00 foot line of the lands formerly designated as Tract No. A-105-1, at a point in said line 7.05 feet from its beginning.

Together with the following added strips of land:

- (a) Triangular areas on each side of the aforescribed right-of-way at the junction of said right-of-way with State Route 02022 being measured 5 feet along the State road and 20 feet along said right-of-way,
- (b) A 10' x 5' strip lying to the left of the 3rd or South  $69^{\circ}58'50''$  East 97.01 feet line of the right-of-way aforescribed measured from a point 37.52 feet from its beginning and terminating at the 87.52 foot mark of said line.
- (c) A 15' x 9.55' strip on the left and a 10' x 9.55' strip on the right for the remainder of the 3rd or South  $69^{\circ}58'50''$  East 97.01 foot line aforesaid;
- (d) Strips of one 15 foot width to the left and the other of 10 feet to the right for 140.45 feet of the 165.11 foot length of the 4th line above described and 10 feet to the right and 10 feet to the left for the remaining 24.66 feet of said 4th line;

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LEGAL DESCRIPTION

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(e) An additional 10 feet on the right and 10 feet on the left of the 5th or South 56°09' West 25.34 foot line;

(f) A ten foot strip to the right of the 5th or South 55°45'45" West 50.00 foot line,

The total area of the right-of-way plus the additional strips containing 1.00 acre of land, more or less.

It is the intent of the foregoing description to include all of the same lands previously known as Tract A-105-E-2, acquired by the United States of America from James B. Blackburn, Jr. et al by Declaration of Taking, Civil Action 12433 filed June 28, 1954.

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LEGAL DESCRIPTION

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Tract BE-2 (Perpetual Easement Excess)

All that certain strip of land situate in the Commonwealth of Pennsylvania, Allegheny County, Collier Township, being a part of Tract BE-2 of the Pittsburgh Support Facility, formerly known as Tract No. A-117-E of the Pittsburgh Defense Area Nike Battery 62 Project and more particularly described with bearings being referenced to the original acquisition documents for Pittsburgh Defense Area Nike Battery 62 Project, being a 20 foot wide strip of land, 10 feet on each side of the following described centerline, the side lines of said strip of land to be shortened or lengthened to the project boundary, as follows:

Beginning a point on and 167 feet from the terminus of the North 85°04'10" West 321.03 feet line in the description of land acquired by the United States of America, being a part of Tract A, formerly a part of Tract A-117; thence through the land now or formerly owned by Nesbit E. Ross,

South 15°25'50" West 145 feet to the terminus, containing 0.07 of an acre, more or less.

It is the intent of the foregoing description to include all of the same lands previously known as Tract A-117-E, acquired by the United States of America from Nesbit E. Ross by Declaration of Taking, Civil Action 16729 filed March 7, 1958.

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LEGAL DESCRIPTION

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Tract BE-3 (Perpetual Easement Excess)

All that certain strip of land situate in the Commonwealth of Pennsylvania, Allegheny County, Collier Township, being a part of Tract BE-3 of the Pittsburgh Support Facility, formerly known as Tract No. A-104-E-4 of the Pittsburgh Defense Area Nike Battery 62 Project and more particularly described with bearings being referenced to the original acquisition documents for Pittsburgh Defense Area Nike Battery 62 Project, bounded and described as follows:

Said tract is described in two parts, the first part is ten feet to the right and ten feet to the left of a survey line for the first 900 feet of its length and 10 feet to the right and 20 feet to the left of said survey line for the remainder of its length.

Said survey line being described as follows:

Beginning at a point on and 10.61 feet from the terminal of the last or North 55°34'44" West 242.39 feet line of a tract of land acquired by the United States of America, being a part of Tract A, formerly a part of Tract A-104; thence through the land now or formerly owned by Annie F. Lewis the five (5) following courses and distances:

South 14°55'50" West 1,601.38 feet; thence,  
South 23°58'20" West 753.89 feet; thence,  
South 11°23'35" West 470.99 feet; thence,  
South 75°14'35" West 180.77 feet; thence,  
South 63°44'05" West 25.40 feet to a point on the dividing line between the lands now or formerly owned by E.C. Kramer and said Annie F. Lewis.

Also a second part adjoining the above described parcel, being twenty feet wide with 10 feet on each side of the following described line:

Beginning at a point on and 92.17 feet from the beginning of the North 54°58'50" West 192.00 feet line of a tract of land acquire by the United States of America, being a portion of Tract A, formerly known as Tract A-104; thence,

South 40°00'26" West 478.63 feet.

The total of the two above described portions contain 2.10 acres of land, more or less.

It is the intent of the foregoing description to include all of the same lands formerly known as Tract A-104-E-4, as described in a deed dated 3 May 1957 from Annie F. Lewis, unmarried, fee owner, and Eliza Lewis, widow and life tenant, to the United States of America.



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LEGAL DESCRIPTION

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Tract BE-4 (Perpetual Easement Excess)

All that certain strip of land situate in the Commonwealth of Pennsylvania, Allegheny County, Collier Township, designated as Tract BE-4 of the Pittsburgh Support Facility, formerly known as Tract No. A-113-E of the Pittsburgh Defense Area Nike Battery 62 Project and more particularly described with bearings being referenced to the original acquisition documents for Pittsburgh Defense Area Nike Battery 62 Project, bounded and described as follows:

Beginning a point on and 20 feet from the terminal of the last or North 76°51' West 116.00 feet line of the first part of the lands described in a deed from Evan John Lewis, et ux, to Edward C. Kramer, et ux, dated 17 March 1937 and recorded in Deed Book 2566 at Page 107 of the Land Records of Allegheny County, Pennsylvania, and proceeding thence, binding on the last, first and second lines of the aforementioned deed the three (3) following courses and distances:

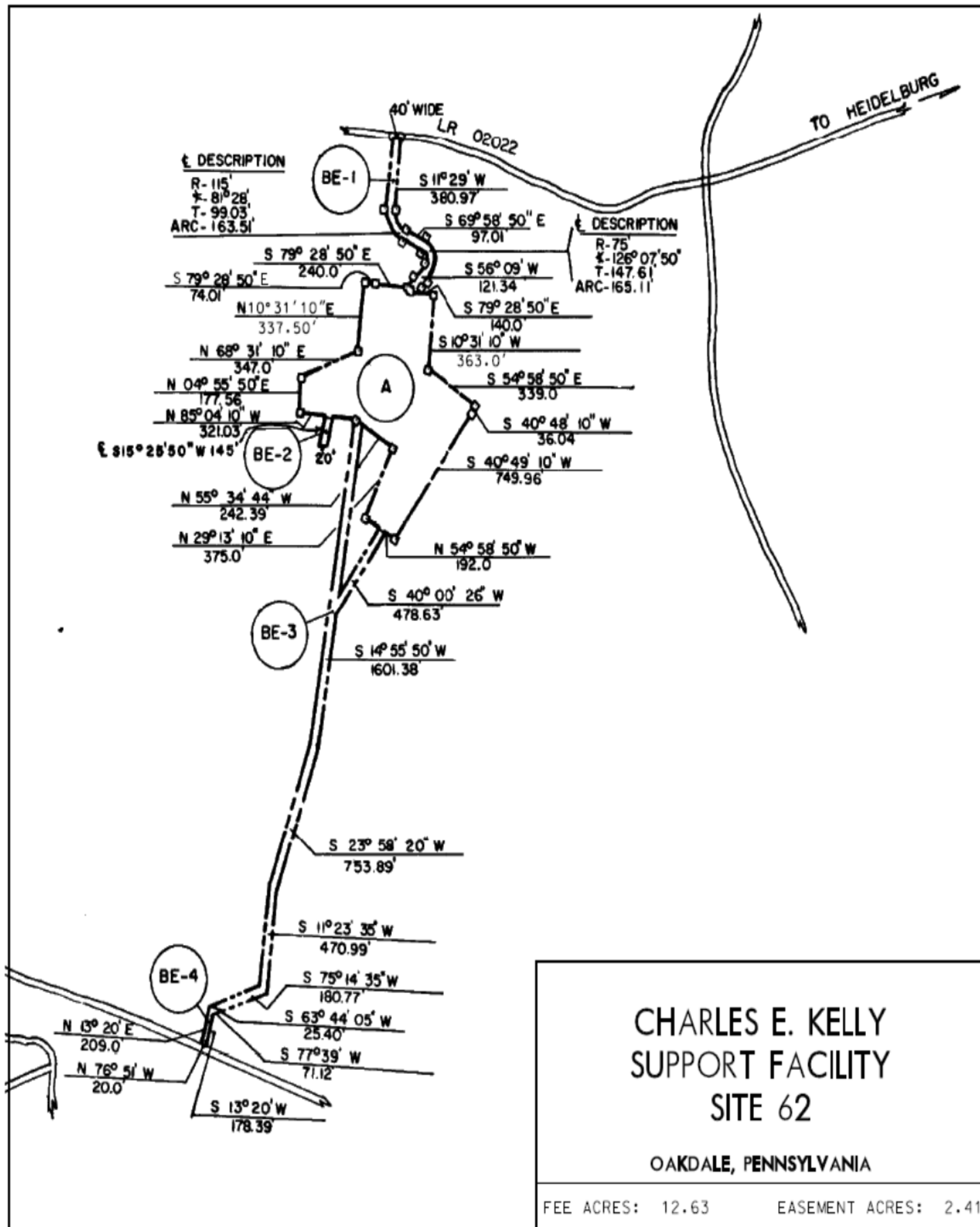
North 76°51' West 20.00 feet; thence,  
North 13°20' East 209.00 feet; thence,  
South 76°51' East 84.10 feet to a point, and proceeding through the lands now or formerly owned by Edward C. Kramer, et ux, the following two courses:

South 77°39' West 71.12 feet; thence,  
South 13°20' West 178.39 feet to the Point of Beginning containing 0.12 of an acre,  
more or less.

It is the intent of the foregoing description to include all of the same lands formerly known as Tract A-113-E, as described in a deed dated 13 November 1956 from Edward C. Kramer and Charlotte B. Kramer, his wife, to the United States of America.

**EXHIBIT B**

**PLAT MAP**



## EXHIBIT C ENVIRONMENTAL PROTECTION PROVISIONS

**Table 2**  
**Notification of Hazardous Substance Storage, Release or Disposal**

Building or Structure Site Number	Property Category	Hazardous Substance Releases	Petroleum Releases	PCBs	Asbestos	Lead	Radiological	Radon	MEC
Site 62 (excluding Buildings)	1	None	None	None	None	None	None	None	None
Building 62001	1	None	None	None	Present	Present	None	None	None
Building 62002	1	None	None	None	Present	Not Suspected	None	None	None
Building 62003	1	None	None	None	Present	Not Suspected	None	None	None
Building 62004	1	None	None	None	Present	Not Suspected	None	None	None
Building 62005	1	None	None	None	Present	Not Suspected	None	None	None
IRP Site 9	2	None	Yes	None	None	None	None	None	None
Fenceline	1	None	None	None	None	None	None	None	None
Building Perimeters	3	Yes (See Note 1)	None	None	None	None	None	None	None

Note 1: The presence of semi volatile organic compounds (SVOCs) was found in surface soil samples around building perimeters in 2008. A subsequent study was completed on 100 composite samples in 2009. Sample results of that study were analyzed and compared to the Medium Specific Concentration (MSC) values for regulated organic substances in soil in Pennsylvania's Land Recycling and Environmental Remediation Standards Act (Act 2), the Statewide Health Standards, and Direct Contact Numeric Values for residential and non residential land use. Results of this study indicated that one sample did exceed the MSCs but no restoration efforts are warranted under the Pennsylvania Land Recycling and Remedial Standards Act as those results for one sample are statistically invalid. Reference: Supplemental Site Investigation Report, August 2009 as prepared by Skelly and Loy Inc.

## ENVIRONMENTAL PROTECTION PROVISIONS

The Grantee shall neither transfer the property, lease the property, nor grant any interest, privilege, or license whatsoever in connection with the property without the inclusion of the Environmental Protection Provisions in all further deeds, easements, transfers, leases, or grant any interest, privilege or license.

### 1. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT

A. The Grantee is hereby informed and does acknowledge that non-friable asbestos or asbestos containing material "ACM" has been found in buildings on the Property. The Property may also contain improvements such as buildings, facilities, equipment and pipelines, above and below ground, that contain friable and non-friable asbestos or ACM. The Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) have determined that unprotected or unregulated exposure to airborne asbestos fibers increases the risk of asbestos-related diseases, including certain cancers that can result in disability or death.

B. The Grantee covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos. The Grantee agrees to be responsible for any future remediation or abatement of asbestos found to be necessary on the Property to include ACM in or on buried pipelines that may be required under applicable law or regulation.

C. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its asbestos and ACM condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos or ACM hazards or concerns.

## **2. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT (LBP) AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSE**

A. The Grantee is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that there is a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

B. The Grantee covenants and agrees that it shall not permit the occupancy or use of any existing buildings or structures on the Property as Residential Property, as defined under 24 Code of Federal Regulations Part 35, without complying with this section and all applicable federal, state and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, the Grantee specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992).

C. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its lead-based paint content and condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any lead-based paint hazards or concerns.



U. S. Government Property

U.S. General Services Administration

GSA

**Auction Date: July 14, 2011 - 10:00 AM**

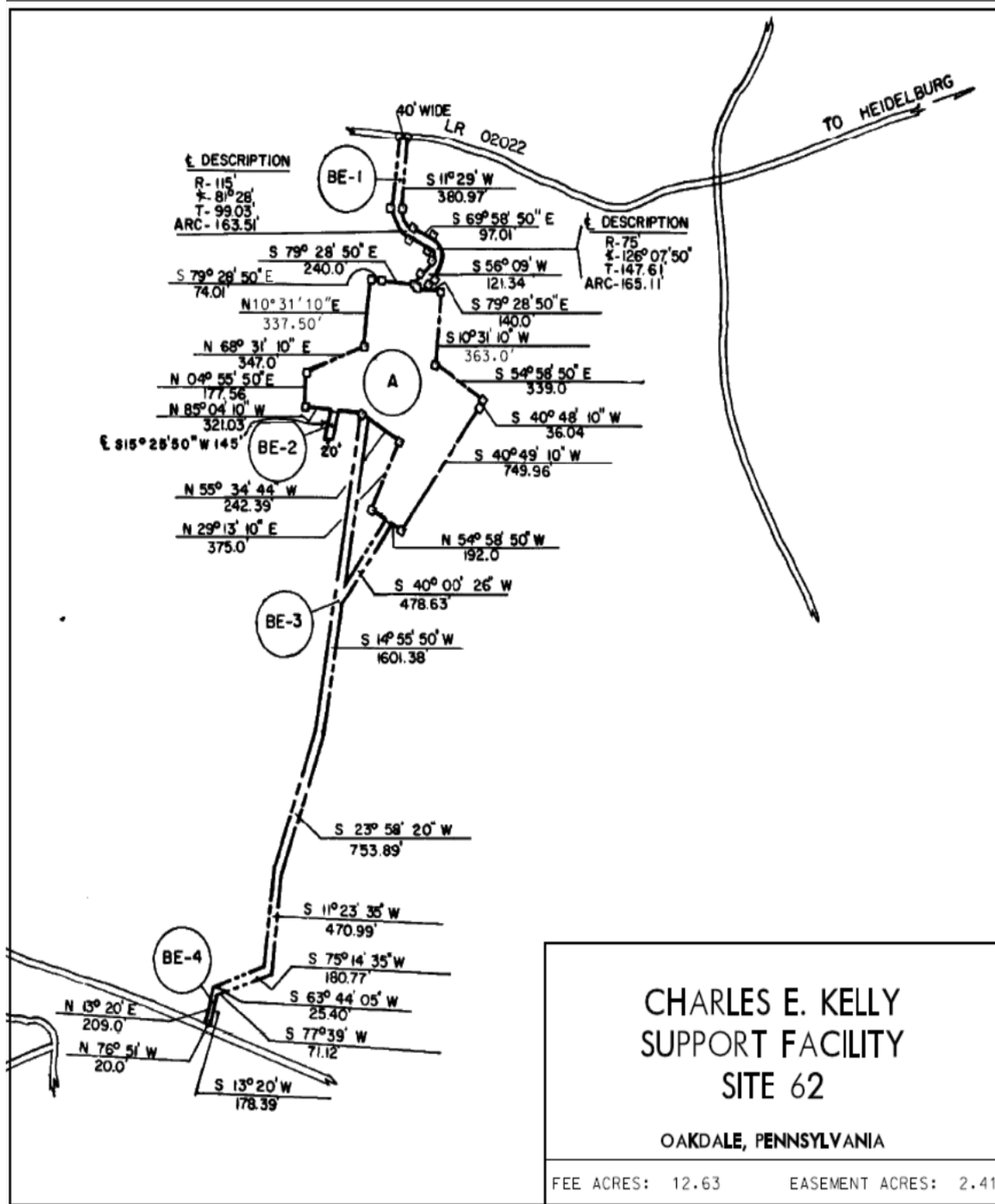
**SITE 62  
AERIAL PHOTO**

**Legend**

 Property Boundary

**For information purposes only;  
not for scale**





For additional information, please call Susan Webb at 404-331-9610 or email at [susanb.webb@gsa.gov](mailto:susanb.webb@gsa.gov).

For information and pictures, please visit the Real Estate Sales website on the internet at <https://propertydisposal.gsa.gov>.

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